

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
[FOR MIRAR AT THE CEDARS]**

STATE OF TEXAS                   §  
  § **KNOW ALL PERSONS BY THESE PRESENTS:**  
COUNTY OF DALLAS           §

**THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS [FOR MIRAR AT THE CEDARS]** (this "**First Amendment**") is made this 21<sup>st</sup> day of MAY, 2021, by Cedars Development, LLC, a Texas limited liability company (the "**Association**").

**WITNESSETH:**

**WHEREAS**, Declarant recorded an instrument entitled Declaration of Covenants, Conditions and Restrictions on September 30, 2020 as Document No. 202000265486 of the Real Property Records of Dallas County, Texas (the "**Declaration**"); and

**WHEREAS**, Article VII, Section 7.12 of the Declaration provides that the Declarant may amend the Declaration without the joinder or consent of any other party provided that the amendment is consistent with and in furtherance of the general plan and scheme of development and does not materially impair or affect the vested property or other rights of any Owner or its mortgagee; and

**WHEREAS**, Declarant desires to amend the Declaration as hereinafter set forth.

**NOW, THEREFORE**, the Declarant hereby amends the Declaration as follows:

1. Article VI of the Declaration is hereby amended by adding a new Section 6.4 as follows:

Section VI.4 Maintenance of Homeowner's Lot and Residence. Except as provided on the Maintenance Responsibility Chart attached hereto as Exhibit "I", the Association shall not be responsible for maintenance of any portion of the Homeowner's Lot, Residence, or any other improvements located on such Lot. To the extent that the Association is obligated to maintain any portion thereof, the cost thereof shall be a Common Expense. However, if the need for any such maintenance, replacement, or repair performed by the Association, in the judgment of the Board, is caused through the willful or negligent act of the Homeowner or the Homeowner's family, guests, or invitees, the cost of such maintenance, replacement, or repair shall become a Special Assessment to which the Homeowner's Lot is subject.

2. Article VI of the Declaration is hereby amended by adding a new Section 6.5 as follows:

Section VI.5 Association Insurance. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(a) Blanket "all-risk" property insurance for all insurable improvements on the Common Areas. If such coverage is not generally available at reasonable cost, then at a minimum an insurance policy providing fire and extended coverage, including coverage for vandalism and malicious mischief shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of the insured property under current building codes and ordinances;

(b) commercial general liability insurance on the Common Areas, insuring the Association and its Owners for damage or injury caused by the negligence of the Association or any of its Owners, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such policy shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage;

(c) director's and officer's liability coverage;

(d) such additional insurance as the Board, in its business judgment, determines advisable.

Premiums for all insurance on the Common Areas shall be a Common Expense.

**UNLESS THE ASSOCIATION OTHERWISE PROVIDES NOTICE IN WRITING TO THE OWNERS, THE INSURANCE MAINTAINED UNDER THIS SECTION 6.5(a) SHALL NOT INCLUDE THE RESIDENCES OR ANY IMPROVEMENTS AND BETTERMENTS MADE BY THE HOMEOWNERS.**

3. Article VI of the Declaration is hereby amended by adding a new Section 6.6 as follows:

Section VI.6 Policy Requirements. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Owner. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard, that the loss is the result of the negligence or willful conduct of one or more Owners, their respective family members, tenants, guests, invitees, or contractors, then the Board may specifically assess the full amount of such deductible against such Owner(s)

and their Lot (s) as a Special Assessment.

4. Article VI of the Declaration is hereby amended by adding a new Section 6.7 as follows:

Section VI.7 Damage and Destruction.

(a) In the event of damage to or destruction of Common Areas, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damage or destroyed property to substantially the same condition in which it existed prior to the fire or other peril, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five percent (75%) of the total votes in the Association, and the Declarant, decide within sixty (60) days after the loss not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available. However, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Areas shall be repaired or reconstructed.

(c) If it is determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive landscaped condition consistent with the standard of maintenance for the community as determined by the Board.

5. Article VI of the Declaration is hereby amended by adding a new Section 6.8 as follows:

Section VI.8 Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction to the Common Areas, or such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and its Owners and placed in a capital improvements account.

6. Article VI of the Declaration is hereby amended by adding a new Section 6.9 as follows:

Section VI.9 Repair and Reconstruction. If the insurance proceeds are insufficient to cover the costs of repair or reconstruction to the Common Areas, the Board may, without the vote of the Owners, levy a Special Assessment either against all Owners or just those Owners benefiting from the repairs or reconstruction to cover the shortfall.

6. Article VII, Section 7.3 of the Declaration is hereby amended by adding the following to the beginning of this Section:

Section VII.3 Maintenance of Improvements. Except for those items or components which the Association is required to maintain as set forth on the Maintenance Responsibility Matrix attached hereto as Exhibit "I",

7. Article VII, Section 7.4 of the Declaration is hereby amended by adding the following to the end of this Section:

In addition to general liability insurance, each Homeowner shall be responsible for insuring the Homeowner's Residence and all alterations, additions, betterments and improvements made thereto in an amount not less than the full insurable replacement cost thereof and which policy shall contain a replacement cost endorsement so long as the policy is commercially reasonably available, and on the Owner's contents, furnishings, betterments, improvements, appliances and personal property therein. Each Owner shall furnish a copy of such insurance policy or policies to the Association upon request. **IN THE EVENT THAT ANY SUCH HOMEOWNER FAILS TO OBTAIN INSURANCE AS REQUIRED BY THIS SECTION 7.4, THE ASSOCIATION MAY PURCHASE SUCH INSURANCE ON BEHALF OF THE HOMEOWNER AND ASSESS THE COST TO THE HOMEOWNER. THE ASSOCIATION SHALL HAVE THE AUTHORITY, WITHOUT THE OBLIGATION, TO OBTAIN INSURANCE ON ALL OR ANY PORTION OF AN OWNER'S RESIDENCE.** All policies of insurance carried by each Homeowner shall be without contribution with respect to the policies of insurance obtained by the Association for the benefit of all the Homeowners as above set forth. Homeowners may carry individual policies of liability, at their own cost and expense, to provide for additional coverages and/or deductibles allocated to any loss.

Any damage to or destruction of all or any portion of a Residence shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction.

8. Article VII of the Declaration is hereby amended by adding a new Section 7.16 as follows:

Section VII.16 Party Structures.

(a) General Rules of Law to Apply. Each wall, foundation, or roof built as a part of the original construction of the Residences which shall serve and/or separate any two adjoining Residences shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Homeowners who make use of the party structure. The Homeowner on each side of a party structure hereby grants to the Homeowner on the other side of the party structure an easement for (i) the existence and continuance of any encroachment of the party structure as a result of original construction, repairs in place, shifting, settlement, or movement by natural causes, and (ii) the maintenance, repair, replacement, or reconstruction of the party structure, as appropriate and necessary to effect the purposes and provisions of this Section. Nothing herein shall be construed in this Section to allow an Homeowner sharing a party structure from altering, modifying or relocating a party structure in any manner that affects the use, condition, or appearance of the party structure to the adjoining Residence, without the prior written consent of the Homeowner of the adjoining Residence (which consent shall not be unreasonably withheld or delayed).

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Homeowner who benefits from the use of the party structure may restore it. If other Homeowners thereafter use or benefit from the party structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Homeowner to contribution from any other Homeowner under this Section shall be appurtenant to the land and shall pass to such Homeowner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party structure, each party shall appoint one arbitrator. Should any party fail and/or refuse to appoint an arbitrator within ten (10) days after written request by the other party, the requesting party shall appoint an arbitrator for the refusing party. The arbitrators appointed shall appoint one additional arbitrator. The decision by a majority of all three arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against

the other. The Association and/or the Declarant shall have no responsibility in resolving any disputes between Homeowners concerning a party structure.

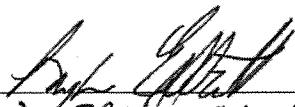
9. Article IV, Section 5(o) of the Declaration is hereby amended by deleting this subsection in its entirety and replacing it with the following:

(o) No sign, banner, flag or advertising structure of any kind shall be displayed to the public view on any Lot or from any Residence, except (i) one sign of not more than five square feet advertising the Lot for rent or sale; (ii) political signs not exceeding four (4) feet by six (6) feet in size advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal (but no more than one such sign for each candidate or ballot item) provided that such signs are ground-mounted, and are not erected more than ninety (90) days in advance of the election to which they pertain and are removed within ten (10) days after the election, and do not violate any of the provisions of Section 259.002 of the Texas Election Code; (iii) personal signs indicating school affiliations, birth announcements, security monitoring signs and similar type signs may be erected on a Lot provided they are in compliance with any rules or regulations adopted by the Board from time to time; and (iv) signs used by Declarant, the Property Manager or by a builder building homes within the Property to advertise the Property. The Board or its agents shall, without notice, have the right, but not the obligation, to remove any sign, billboard or other advertising structure that does not comply with this Section and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. In addition to any other remedy provided herein for the enforcement of violations of the Governing Documents, the failure to comply with this Section will subject any Owner to a fine of up to \$100.00 per day per sign for each day such Owner fails to comply with this Section. The Board shall have the right to erect signs as it deems appropriate.

10. Except as modified by this First Amendment, the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned has executed this First Amendment as of the date first written above.

**CEDARS DEVELOPMENT, LLC,**  
a Texas limited liability company

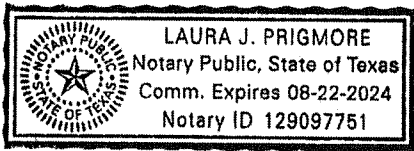
By:   
Name: ✓ BRYAN ELLIOTT  
Title: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned authority, on this day personally appeared BRAD ELLIOTT, MANAGER of CEDARS DEVELOPMENT, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 21<sup>ST</sup> day of MAY, 2021.



*[Handwritten Signature]*  
Notary Public LAURA PRIGMORE

My Commission Expires: 8/22/2024

**EXHIBIT "I"**

**MIRAR AT THE CEDARS  
Maintenance Responsibility Chart for Residential Townhomes**

This Chart summarizes maintenance obligations of the Mirar Homeowners Association, Inc. ("POA") and the Owners of residential townhomes located within the Mirar at the Cedars development. The assignment of obligations, however, may not apply in instances involving negligence, misuse, neglect, or casualty losses which may be covered by insurance. Responsibility for repair or replacement in such circumstances will be determined on a case-by-case basis. In the event of a conflict between this Chart and the applicable Declaration, the Declaration will control.

**Abbreviations:**

*POA* – Mirar Homeowners Association, Inc.

*TH* - Townhome(s)

*Dec* - Mirar at the Cedars CC&Rs

*Sec* - Section (e.g. a Section in the Declaration)

**TOWNHOMES:**

**GENERAL RULE:** Unless otherwise specified in this Chart, each Townhome Owner maintains and repairs his/her TH and the TH lot, including the TH roof, foundation, and the exterior walls.

The following Note references are used in the Chart:

**NOTE #1:** The Townhome Owner must carry insurance for the TH structure for casualty losses. See Declaration Section 7.4

**NOTE #2:** For an item for which the POA is responsible to repair or replace, the TH Owner is responsible to pay the costs incurred by the POA to repair or replace damage caused by the Owner or by the Owner's family members, guests, invitees, licensees, or agents.

**NOTE #3:** Cost for the POA to repair damage to the Commons caused by the TH Owner or the Owner's guest, tenant, etc. will be charged to the Owner. See Declaration Section 6.6



Item	Maintain	Repair <sup>A</sup>	Replace <sup>A</sup>	Comments / Other
ROOF (roof located above Owner's TH)	OWNER  OWNER responsible for reporting to POA any interior water leakage believed to be coming from roof.	OWNER	OWNER	
ROOFTOP VENTS	OWNER	OWNER	OWNER	
ROOF GUTTERING AND DOWNSPOUTS	OWNER	OWNER	OWNER	
EXTERIOR WALLS	OWNER	OWNER	OWNER	
EXTERIOR TRIM & FASCIA	OWNER	OWNER	OWNER	
WINDOWS	OWNER	OWNER	OWNER	_____
EXTERIOR DOORS (1) door (2) hardware	OWNER	OWNER	OWNER	_____
GARAGE DOOR and EQUIPMENT	OWNER	OWNER	OWNER	_____
PATIO / COURTYARD including any enclosure fencing	OWNER	OWNER	OWNER	
PORCH	OWNER	OWNER	OWNER	

Item	Maintain	Repair <sup>A</sup>	Replace <sup>A</sup>	Comments / Other
EXTERIOR LIGHTING attached to the TH or located on TH lot (includes light fixture and bulb replacement)	OWNER	OWNER	OWNER	_____
EXTERIOR ELECTRICAL (example: outside electrical outlets servicing TH )	OWNER	OWNER	OWNER	_____
ENTRY WALKWAY from TH to street-side sidewalk	OWNER	OWNER	OWNER	
SIDEWALK (street-side sidewalk)	POA	POA	POA	_____
TH DRIVEWAY	OWNER	OWNER	OWNER	_____
AIR-CONDITIONING UNIT / EQUIPMENT located on exterior of TH (e.g. compressor)	OWNER	OWNER	OWNER	_____
EXTERIOR SATELLITE DISH OR RECEIVER (mechanical equipment and components)	OWNER	OWNER	OWNER	Dish or Receiver must be within the Owner's roof deck and not visible from the street
COMMON AREA AND COMMON AREA IMPROVEMENTS	POA	POA	POA	

Item	Maintain	Repair <sup>A</sup>	Replace <sup>A</sup>	Comments / Other
EXTERIOR ITEMS INSTALLED BY OWNER (or previous Owner) APPROVED BY THE POA (e.g. flag poles, fences or similar items)	OWNER	OWNER	OWNER	No flags or organizational statements may be mounted to the exterior of the building; Political signs may not be affixed to the building in any manner
COMMON FOUNDATION (foundation located under multiple attached TH)	POA	POA	POA	OWNER responsible for Note #2 matters
SEWER LINE from TH to exterior connection to City sewer	OWNER	OWNER	OWNER	_____
PLUMBING LINES from TH to water meter (includes plumbing lines within TH and underground line from TH to meter)	OWNER	OWNER	OWNER	If concrete has to be removed in order to make repairs, OWNER must contact POA before repairs are started.
EXTERIOR PLUMBING (example: outside water faucets (hose bibs))	OWNER	OWNER	OWNER	_____
NATURAL GAS LINE from TH to exterior meter	OWNER	OWNER	OWNER	_____

Item	Maintain	Repair <sup>A</sup>	Replace <sup>A</sup>	Comments / Other
TH INTERIOR (example: drywall and all interior wall and flooring finishes; all interior fixtures; electrical)	OWNER	OWNER	OWNER	OWNER responsible regardless of source of damage. See Note #1
COMMON WALLS (walls on the property line separating two TH)	OWNER –each owner of two attached TH is responsible for maintaining his/her side of the wall; maintenance to the wall that affects both TH is shared equally by the two owners	OWNER –each owner of two attached TH is responsible for repairing his/her side of the wall; repairs to the wall that affect both TH is shared equally by the two owners if the repair is not due to damage covered by the POA insurance	POA – if replacement due to loss covered by POA insurance OWNER -- if not an insured loss, either of the two Owners may replace a wall destroyed or damaged by fire or other casualty with the other owner sharing equally in the cost to replace	See Dec Sec 9.1, 9.2 & 2.5(c)
PEST CONTROL and EXTERMINATOR	OWNER	_____	_____	_____
LANDSCAPING on the TH lot (includes lawn, shrubbery and trees)	POA	POA	POA	OWNER responsible for Note #2 matters Landscaping added by Owner needs POA approval and will not be maintained by POA

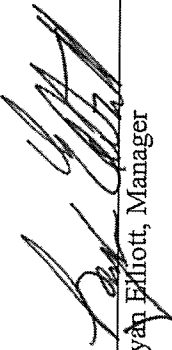
Item	Maintain	Repair <sup>A</sup>	Replace <sup>A</sup>	Comments / Other
IRRIGATION FOR LANDSCAPING (irrigation lines and sprinklers installed by developer or POA)	POA	POA	POA	OWNER responsible for Note #2 matters
IRRIGATION FOR LANDSCAPING (irrigation lines and sprinklers installed by OWNER or previous Owner)	OWNER	OWNER	OWNER	_____
Fencing on the TH lot, where applicable	POA	POA	POA	OWNER responsible for Note #2 matters (example: damage from sports or animal activity)  POA will not be held liable for fence locking mechanisms if emergency access is needed to the backyard
THE COMMONS (e.g.: The Commons open spaces, parking spaces, structures, and other Commons items)	POA	POA	POA	OWNER responsible for Note #3 matters
ITEMS NOT SPECIFIED ABOVE – For any item(s) not specified above, OWNER is responsible.	OWNER	OWNER	OWNER	_____

A In the event an item must be repaired or replaced, the Owner shall proceed promptly to repair or replace the item in a manner consistent with the original construction. Any change to the exterior elevations, materials, shapes, sizes, color, appearance, or other alteration must be approved by the Board prior to such repairs or replacement.

The foregoing Maintenance Responsibility Chart for Residential Townhomes located within Mirar at the Cedars is hereby adopted as of the signature date below by CEDARS DEVELOPMENT, LLC., a Texas limited liability company (the "Declarant"), being the entity that filed that certain Declaration of Covenants, Conditions and Restrictions [for Mirar at the Cedars].

**DECLARANT:**

CEDARS DEVELOPMENT, LLC,  
a Texas limited liability company

By:   
Bryan Elliott, Manager

Date: 5/21/2021

**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202100152689

eRecording - Real Property

Recorded On: May 21, 2021 04:13 PM

Number of Pages: 15

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**" Examined and Charged as Follows: "**

Total Recording: \$78.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202100152689  
Receipt Number: 20210521001299  
Recorded Date/Time: May 21, 2021 04:13 PM  
User: Kevin T  
Station: CC15

**Record and Return To:**

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**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.